



April 17, 2008

Los Angeles County
Board of Supervisors

Gloria Molina
First District

Yvonne B. Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

Bruce A. Chernof, M.D.
Director and Chief Medical Officer

John F. Schunhoff, Ph.D.
Chief Deputy Director

Robert G. Splawn, M.D.
Senior Medical Director

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
Fax: (213) 481-0503

www.dhs.lacounty.gov

*To improve health
through leadership,
service and education.*



www.dhs.lacounty.gov

TO: Each Supervisor

FROM: Bruce A. Chernof, M.D.
Director and Chief Medical Officer

SUBJECT: **NOTIFICATION OF DEPARTMENT OF HEALTH SERVICES
USE OF DELEGATED AUTHORITY TO SIGN STANDARD
AGREEMENT WITH THE STATE EMERGENCY MEDICAL
SERVICES AUTHORITY FOR THE PERIOD OF JULY 1,
2007 THROUGH JUNE 30, 2008**

This is to advise that the Department of Health Services has exercised its delegated authority, approved by your board on January 18, 2005, to sign any forthcoming Standard Agreement with the State Emergency Medical Services Authority for the period of July 1, 2005 through June 30, 2006, and for subsequent fiscal years through June 30, 2009 (attached), with substantially similar terms, grant funding amounts, and County in-kind match of the Fiscal Year 2004-05 Standard Agreement, subject to review and approval by County Counsel and the Chief Executive Office, and notice to the Board.

The funding enables Los Angeles County, through the Department's Emergency Medical Services Agency, to continue serving as the Regional Disaster Medical Health Coordinator for Region I, consisting of Los Angeles, Orange, Ventura, Santa Barbara, and San Luis Obispo counties, and supports the Regional Disaster Medical Health Specialist Program. The funding will allow the County of Los Angeles to coordinate any intra-regional medical and health disaster mutual aid response in the event of a major emergency or disaster in Region I.

County Counsel has reviewed and approved Agreement No. EMS-7050 as to form. The Chief Executive Office has also reviewed and approved the agreement.

If you have any questions or require additional information, please let me know.

BAC:ja

Attachment

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

January 6, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26

JAN 18 2005

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

APPROVAL OF STANDARD AGREEMENT NO. EMS-4046 WITH THE STATE
EMERGENCY MEDICAL SERVICES AUTHORITY TO FUND THE REGIONAL
DISASTER MEDICAL HEALTH COORDINATION PROGRAM
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to sign Standard Agreement No. EMS-4046 (Exhibit I), retroactive to July 1, 2004 through June 30, 2005, with the State Emergency Medical Services Authority, to accept grant funds in the amount of \$119,334, with County in-kind match in the amount of \$48,793, to fund the Regional Disaster Medical Health Coordination Program.
2. Approve and authorize the Director of Health Services, or his designee, to execute the certification of compliance with the State's non-discrimination and drug-free workplace requirements, and all other necessary documents in connection with the Standard Agreement, upon review and approval by County Counsel.
3. Authorize the continued employment of a permanent full-time, grant-funded Senior Disaster Services Analyst who serves as the Regional Disaster Medical Health Specialist under the direction of the Regional Disaster Medical Health Coordinator and authorize the Director of Health Services, or his designee, to recruit and hire a replacement analyst, if necessary.
4. Delegate authority to the Director of Health Services, or his designee, to sign amendments to Standard Agreement EMS-4046 with the State Emergency Medical Services Authority for Fiscal Year 2004-05, upon review and approval by County Counsel and the Chief Administrative Office, to accept additional grant funds of up to 25 percent of the base amount of the Standard Agreement, on substantially similar terms, and to notify the Board offices of any such amendments.

5. Delegate authority to the Director of Health Services, or his designee, to sign any forthcoming Standard Agreement with the State Emergency Medical Services Authority for the period of July 1, 2005 through June 30, 2006, and for subsequent fiscal years through June 30, 2009, with substantially similar terms, grant funding amounts, and County in-kind match to the Fiscal Year 2004-05 Standard Agreement, upon review and approval by County Counsel and the Chief Administrative Officer, to continue the Regional Disaster Medical Health Coordinator Program, and to notify the Board offices of any such agreement.
6. Delegate authority to the Director of Health Services, or his designee, to execute the certification of compliance with the State's non-discrimination and drug-free workplace requirements and all other necessary documents in connection with any forthcoming Standard Agreement with the State Emergency Medical Services Authority to fund the Regional Disaster Medical Health Coordination Program, on substantially similar terms as the preceding certification for the Fiscal Year 2004-05 Standard Agreement, upon review and approval by County Counsel.
7. Delegate authority to the Director of Health Services, or his designee, to sign any amendments to the Fiscal Year 2005-06 Standard Agreement and for subsequent fiscal years, through June 30, 2009, with the State Emergency Medical Services Authority, upon review and approval by County Counsel, to accept additional grant funds of up to 25 percent of the base amount of the Standard Agreement on substantially similar terms of the Standard Agreement, for the applicable agreement period, and to notify the Board offices of any such amendments.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

Approval of the recommended actions will provide funding to enable Los Angeles County, through the Department of Health Services (County DHS) Emergency Medical Services (EMS) Agency, to continue serving as the Regional Disaster Medical Health Coordinator for the Governor's Office of Emergency Services (OES) Region 1, consisting of Los Angeles, Orange, Ventura, Santa Barbara, and San Luis Obispo counties. The funding will allow the County to coordinate the intra-regional medical and health disaster mutual aid response in the event of a major emergency or disaster within OES Region 1.

FISCAL IMPACT/FINANCING:

Previous funding for the Regional Disaster Medical Health Coordination (RDMHC) Program was obtained through Prevention Block 2000 Grants. Those Federal and State funds expired on June 30, 2000. On July 1, 2001, funding was secured for the RDMHC Program through the use of State general funds. Funding for this Agreement is provided jointly by the California Department of Health Services and State Emergency Medical Services Authority (EMSA) utilizing State general funds in the form of annual renewal contracts.

The total cost of providing OES Region 1 medical and health disaster coordination from July 1, 2004 through June 30, 2005, as set forth in the Standard Agreement budget, is \$168,127, comprised of \$119,334 of State EMSA grant funds and County in-kind services valued at \$48,793. The County in-kind match consists of existing personnel, space, and equipment costs. Funding for the County in-kind match is included in the County EMS Agency's Fiscal Year (FY) 2004-05 Board Adopted Budget. County DHS anticipates receiving continued grant

funding from the State EMSA in an approximately equivalent amount for FY 2005-06 and for future fiscal years through subsequent Standard Agreements with the State on substantially similar terms, funding and required County in-kind match.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The OES has divided California into six regional mutual aid areas for the purposes of coordinating the State's planning and response to major emergencies and disasters. Los Angeles County's EMS Agency serves as the coordinator of the RDMHC Program for OES Region 1; and together with the California Department of Health Services, the State EMSA, and County DHS, assists in the ongoing coordination of a regional medical and health disaster plan which is to be activated in response to a medical or health disaster resulting from a local or State proclamation of an emergency.

Since 1995, the County EMS Agency has received funds from the State through several RDMHC Standard Agreements to plan and coordinate the requests for medical and health mutual aid resulting from a local or State proclamation of emergency. These funds have been used to directly offset salary and benefits, and other costs associated with providing a Senior Disaster Services Analyst who serves as administrative support to the OES Region 1 RDMHC program under the supervision of the County EMS Agency Director.

On April 29, 2003, the Board approved a Standard Agreement from the State EMSA for FY 2002-03, and delegated authority to the Director of Health Services, or his designee, to enter into a Standard Agreement for FY 2003-04. County DHS received Standard Agreement No. EMS-4046 for FY 2004-05 from the State during August 2004.

County DHS is seeking delegated authority to execute the anticipated and forthcoming Standard Agreements, and related documents and amendments from the State for the subsequent three fiscal years upon substantially similar terms to continue to accept funding for the RDMHC Program.

County Counsel has approved the Standard Agreement (Exhibit I) as to use and form.

Attachment A provides additional information.

CONTRACTING PROCESS:

The recommended Standard Agreement is between the State EMSA and the County. The contracting opportunity was offered to the County.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended Standard Agreement will provide funding to enable Los Angeles County to continue participation in the RDMHC Program for OES Mutual Aid Region 1 and coordinate the intra-regional medical and health disaster mutual aid response in the event of an emergency or disaster.

The Honorable Board of Supervisors
January 6, 2005
Page 4

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:pps

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLETCDD3608.PPS

SUMMARY OF AGREEMENT1. TYPE OF SERVICE:

The Standard Agreement with the State Emergency Medical Services Agency will provide funding to enable Los Angeles County to continue serving as the Regional Disaster Medical Health Coordinator for the State Office of Emergency Services Region 1 (including Los Angeles, Orange, Ventura, Santa Barbara, and San Luis Obispo counties). The funding will allow the County to coordinate the intra-regional medical and health disaster mutual aid response in the event of an emergency or disaster within the region.

2. AGENCY ADDRESS AND CONTACT PERSON:

State Emergency Medical Services Authority
1930 9th Street
Sacramento, California 95814-7043
Attention: Carol MacRae, Contracts Manager
Telephone: (916) 332-4336, Extension 422

3. TERM OF AGREEMENT:

Standard Agreement is effective retroactively from July 1, 2004 through June 30, 2005.

4. FINANCIAL INFORMATION:

State EMSA Funds:	\$119,334
County In-Kind Match:	<u>\$ 48,793</u>
Total Project Cost:	\$168,127

5. GEOGRAPHIC AREA SERVED:

Countywide:

6. APPROVALS:

Clinical and Medical Affairs:	Thomas L. Garthwaite, M.D., Director and Chief Medical Officer
Local EMS Agency:	Carol (Gunter) Meyer, Director
Contract Administration:	Irene E. Riley, Director
County Counsel (approval as to use):	Edward A. Morrissey, Deputy County Counsel

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

EMS-7050

REGISTRATION NUMBER

41200907258040

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Emergency Medical Services Authority

CONTRACTOR'S NAME

County of Los Angeles/Los Angeles County EMS Agency

2. The term of this Agreement is: July 1, 2007 through June 30, 2008

3. The maximum amount of this Agreement is: \$119,334.00
One Hundred Nineteen Thousand Three Hundred Thirty-Four Dollars and no/100

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 7 page(s)

Exhibit B – Budget Detail and Payment Provisions 1 page(s)

Exhibit B-1 2 page(s)

Exhibit C* – General Terms and Conditions GTC 307

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 6 page(s)

☐ Exhibit - D* Special Terms and Conditions page(s)

Exhibit E – Additional Provisions page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Los Angeles/Los Angeles County EMS Agency

BY (Authorized Signature)

DATE SIGNED (Do not type)



10/29/07

PRINTED NAME AND TITLE OF PERSON SIGNING

Cathy Chidester, Acting Director, EMS

ADDRESS

5555 Ferguson Drive, Suite 220
Commerce, California 90022


STATE OF CALIFORNIA

AGENCY NAME

Emergency Medical Services Authority

BY (Authorized Signature)

DATE SIGNED (Do not type)



11/6/07

PRINTED NAME AND TITLE OF PERSON SIGNING

Cesar A. Aristeiguieta, M.D., Director

ADDRESS

1930 9th Street, Sacramento, CA 95814

California Department of General
Services Use Only

APPROVED

NOV 15 2007

DEPT OF GENERAL SERVICES

☒ Exempt per:

Exhibit A
(Standard Agreement)

SCOPE OF WORK

Background Information

The 2007/08 Governor's Budget provides \$9,786,000 in Local Assistance Funding to EMSA, which includes \$360,000 to help support California's Regional Disaster Medical Health Specialists (RDMHS) program. These funds are matched by the California Department of Public Health (CDPH) through an Interagency Agreement with the Emergency Medical Services Authority (EMS Authority). This results in an annual amount of \$720,000 for the RDMHS program. Initial funding for the RDMHS positions was made through a BCP in Fiscal Year 99/00.

The medical disaster response program is one of the eight basic components of an emergency medical system as defined in Section 1797.151 of Division 2.5 of the Health & Safety Code.

1797.151. The authority shall coordinate, through local Emergency Medical Services (EMS) agencies, medical and hospital disaster preparedness with other local, state, and federal agencies and departments having a responsibility relating to disaster response, and shall assist the Office of Emergency Services in the preparation of the emergency medical services component of the State Emergency Plan as defined in Section 8560 of the Government Code.

The Regional Disaster Medical Health Coordinator (RDMHC) role, as authorized by Section 1797.152 of Division 2.5 of the Health & Safety Code is to coordinate the intra-regional medical and health mutual aid response in the event of a disaster. The RDMHC serves as a volunteer, and the state funding is not available for support of these duties. The EMS Authority does provide funding to support a RDMHS position in a county local EMS agency within each region. The role of the RDMHS includes assisting the RDMHC in developing and implementing the regional medical/health mutual aid system and in assisting in the development of county/operational area medical and health response plans.

Introduction

The purpose of this request is to obtain continued grant funding for a Regional Disaster Medical Health Specialist (RDMHS). This funding will be used to complete goals and objectives as outlined in the contract between the State Emergency Medical Services Authority (EMSA) and Los Angeles (LA) County EMS Agency in collaboration with specific tasks identified by the California State Department of Public Health. Funding maintains a mechanism for on-going regional planning and coordination of medical and health assets in the greater LA area and surrounding counties.

The Governor's Office of Emergency Services (OES) Mutual Aid Region 1 includes the counties of: Los Angeles, Orange, San Luis Obispo, Santa Barbara and Ventura. Region 1 makes up 8% of the total California land area (12,738 sq. miles), yet hosts 41 percent of the state's population (14,375,893 – estimate from 2000 Census -Table 1). Counties within Region 1 have been declared a federal disaster area at least ten times over the past ten years. These declarations have included fires, floods, earthquakes and civil unrest, freezing weather (agriculture) and windstorms. Although it has not occurred, the potential for a terrorism attack within this region is also a factor of disaster management planning and response.

Los Angeles County is the largest of the five counties in Region 1 and has the greatest physical resources to draw from. It is a mixture of 4,000 square miles including: urban, suburban and rural geography with a population of approximately 10 million.

Exhibit A
(Standard Agreement)

Census Population for OES Mutual Aid Region 1	
County Name	Current estimated from the April 1, 2000 census
San Luis Obispo County	255,478
Santa Barbara County	400,762
Ventura County	796,106
Los Angeles County	9,935,475
Orange County	2,988,072
TOTAL	14,375,893

Table 1

The State of California has established mutual aid coordination for law, fire and health. In OES Region I, the LA County Sheriff's Office and LA County Fire Department are the lead coordinators for those resources in mutual aid incidents. The LA County Department of Health Services (DHS) through the EMS Agency, is charged with the responsibility for assuring the provision of disaster related health care within the LA Operational Area.

LA County and the region have considerable knowledge and experience in disaster planning, response and recovery. This knowledge and experience has been gained through dealing with various disasters such as, the Southern California Firestorms in 2003, the San Luis Obispo Earthquake, Alaska Airlines crash off the coast of Ventura County in 2000, the Southern California Floods of 1998 and the Statewide Influenza season in 1999-2000. Y2K Preparedness and Domestic Preparedness (terrorism) have increased the depth and breadth of this knowledge/experience base and placed additional responsibilities on all disaster medical and health participants. In addition, overlapping State and Federal grant requirements have established regional disaster planning and coordination efforts as benchmarks.

As the Region I Coordinator, LA County conducts regional meetings that include a variety of disaster response agencies. Review and maintenance of the Southern Region Disaster Medical and Health Plan, the Southern Region Medical and Health Cooperative Assistance Agreement, disaster exercise planning and execution, disaster research, disaster plan development and grant assistance related to medical and health issues are on-going for the region. The Medical and Health Operational Area Coordinator (MHOAC) within the region have been oriented to ICS, SEMS and NIMS in terms of how they relate to their functions in their respective County/Operational Area EOCs.

The OES Mutual Aid Region I RDMHS position has redundant emergency communication tools. Although utilized, additional modification and maintenance of these systems is required as demands on disaster planners and the scope of planning and response increases with population growth. In an emergency or disaster, coordination of medical and health resources between Operational Areas (counties) occurs through the RDMHC Program and in coordination with the Local EMS Agency and the Operational Area Emergency Operations Center. The system is composed of RDMHC (decision making) and RDMHS (support and project staff). The RDMHC is a non-paid position that provides oversight to regional issues when a disaster or significant incident occurs. The RDMHS is a staff person who provides support in the planning, response and recovery issues in an administrative and coordination role.

**Exhibit A
(Standard Agreement)**

A block grant position for a RDMHS was originally signed in April 1996 by the LA County EMS Agency. The position became mandated by the State in December 1999. The project is a collaborative effort and jointly-funded through the CA Emergency Medical Services Authority and CA State Department of Public Health. It is requested that the position remain filled in order to maintain this system, continue the development and essential preparedness for disaster planning, response and recovery and facilitate the needed medical and health coordination that may occur in a natural or man-made disaster.

Project Description:

This project is designed to maintain staff support for the management of regional disaster medical and health coordination system planning within OES Mutual Aid Region I. The County of LA proposes to continue as the RDMHC for the twelfth year by providing leadership in maintaining and implementing improvements with the Southern Regional Disaster Medical and Health Response Plan, the Southern Region Cooperative Assistance Agreement, and by completing the enclosed objectives through the contracted position of the RDMHS. In addition, this project will continue to assist the planning and operational implementation of various emergency and disaster related programs among Operational Area, Regional and State offices:

Contractor agrees:

1. To participate in the development and implementation of Emergency Medical Services Authority (EMSA) and California Department of Public Health (CDPH) related plans, manuals, guides, and other operational components. All such plans, manuals, guides, and other operational components will be approved by EMSA and CDPH prior to implementation.

Task 1.1 Develop a working knowledge of the following documents. Demonstrate this knowledge by identifying how topic was communicated and briefed with stakeholders in region through planning, meetings and exercise evaluations.

- 1.1.1 California Disaster Medical Response Plan (CDMRP).
- 1.1.2 California Medical Mutual Aid Plan (Annex A to the CDMRP).
- 1.1.3 California Medical Operations Manual (CDMOM).
 - 1.1.3.1 Regional Disaster Medical/Health Coordinator/Specialist (RDMHC/S) Operations.
 - 1.1.3.2 Medical Health Operations Area Coordinator (MHOAC) Operations.
 - 1.1.3.3 Ambulance Strike Team Guidelines.
 - 1.1.3.4 Field Treatment Site Guidelines.
 - 1.1.3.5 California Mission Support Team (MST) Operations Manual.
 - 1.1.3.6 California Medical Assistance Team (CAL-MAT) Operations Manual.
 - 1.1.3.7 California Medical Volunteers.
 - 1.1.3.8 Statewide Mutual Assistance Agreement.
 - 1.1.3.9 Medical/Health Resource Typing.
 - 1.1.3.10 California Healthcare Surge Project.
- 1.1.4 State Strategic National Stockpile (SNS) Operations Plan.
 - 1.1.4.1 SNS Local Guidance.

Exhibit A
(Standard Agreement)

- 1.1.5 State CHEMPACK Operations Plan.
- 1.1.6 Statewide Pandemic Influenza Plan.
 - 1.1.6.1 Antiviral and Vaccine Distribution Plan.
- Task 1.2 Participate with the Emergency Medical Services Administrators Associations of California (EMSAAC) Disaster Sub-Committee in finalizing the CDMOM.
 - 1.2.1 Provide recommendations on how to incorporate regional and local plans and guidance into the CDMOM, including the existing draft RDMHS and MHOAC Operational Manuals, and regional medical mutual aid plans.
 - 1.2.2 Assist in developing components on the CDMOM as requested by EMSA.
 - 1.2.3 Assist in addressing Health related components of the CDMOM that are identified with EMSA and CDPH.
- Task 1.3 Participate in the implementation of the CDMOM within the Region.
 - 1.3.1 Acquaint local and regional agencies with the CDMOM including, Local Emergency Medical Services Agencies (LEMSA), MHOACs, Local Health Officers (LHOs), Bioterrorism (BT) Coordinators, Office of Emergency Services (OES) Regional Coordinators, care & sheltering agencies, medical and healthcare providers, and other emergency response agencies by:
 - 1.3.1.1 Conducting regional meetings to educate participants on the CDMOM and its component plans;
 - 1.3.1.2 Presenting information on the CDMOM at local and regional meetings;
 - 1.3.1.3 Coordinating and participating in local/regional exercises that test the CDMOM and its component plans;
 - 1.3.1.4 Attending EMSA's Disaster Medical Manager Course;
 - 1.3.2 Verify regional medical and health emergency contact lists monthly and submit changes monthly to EMSA. These contacts are limited to health officers, Medical Health Operational Area Coordinators, public health emergency contacts, and Regional Disaster Medical Health Coordinators.
 - 1.3.3 Obtain and provide to EMSA, monthly updates from local and regional authorities of medical resource information. EMSA and CDPH together will identify the resource information to be reported, such as 24-hour contacts for emergency departments, EMS dispatch centers, and ambulances services.
- Task 1.4 Participate in the continual improvement of the CDMOM.
 - 1.4.1 Provide feedback to EMSA on CDMOM implementation including:
 - 1.4.1.1 Providing EMSA with an exercise After Action Report (AAR) within 30 days after conclusion of an exercise conducted or coordinated by the RDMHS;
 - 1.4.1.2 Providing EMSA with recommendations for incorporating changes to the CDMOM based on AAR findings; and
 - 1.4.1.3 Participating on CDMOM topic-specific State-level committees as assigned by EMSA.

**Exhibit A
(Standard Agreement)**

- Task 1.5** Participate in local SNS, CHEMPACK, and Cities Readiness Initiative (CRI) planning as appropriate within your Region.
- 1.5.1 Participate in monthly SNS conference calls at least, but not limited to four (4) times per year.
 - 1.5.2 Attend when possible local SNS and CRI Assessments.
 - 1.5.3 Participate and assist as requested in the coordination of CHEMPACK, SNS, and CRI training and exercises within your region.
 - 1.5.4 Assist, as requested by CDPH in the region and operational areas, with the development and implementation of CHEMPACK, SNS, and CRI activation and deployment plans.
 - 1.5.5 Promote the Standardized Emergency Management System (SEMS) within the region for medical/health resource ordering and tracking processes and procedures.
- Task 1.6** Assist the region and operational areas as requested by CDPH or EMSA in developing and implementing the following plans:
- 1.6.1 Regional Emergency Operations Center Plans (REOC:RECP in Region II only).
 - 1.6.2 Regional Pandemic Influenza Operational Plan.
- 2. Support the Regional Disaster Medical and Health Coordinator (RDMHC) activities in planning and response at the OA and regional response levels. These activities are to be supported with or without an appointed RDMHC.**
- Task 2.1** Assist in the development of medical and health planning, preparation and coordination at the operational area (OA) and regional response levels.
- 2.1.1 Participate and/or coordinate a minimum of three meetings during the contract period for the purpose of medical/health systems planning, coordination, training, and information sharing; bringing together the MHOACs in your region and other medical/health planning partners as appropriate such as LHOs, BT Coordinators, OES, ambulance and health care providers, fire service, law enforcement, volunteer agencies, Salvation Army, American Red Cross, and others as appropriate.
 - 2.1.2 Participate in the Regional Emergency Coordination Plan project (Region II only).
 - 2.1.3 Participate in the facilitation and development of /or coordination of MMRS enhancements as appropriate to the region, as they relate to CAL-MATs, Ambulance Strike Teams and Disaster Ambulance Support Unit development, policy and deployment.
- Task 2.2** Assist in locating, mobilizing, and deploying mutual aid resources at the request of State officials in support of mutual aid requests from other impacted regions and/or requests for medical/health mutual aid resources within the region.

**Exhibit A
(Standard Agreement)**

- 2.2.1 Prepare and provide regional coordination of medical and health response consistent with SEMS, the State Emergency Plan, and other plans and policies of the state.
 - 2.2.2 Provide technical assistance to OA, state agencies, and others as appropriate upon request.
3. Support EMSA and CDPH through Regional participation in the Statewide Medical and Health Disaster Exercise, Golden Guardian 2007, Pandemic Influenza and other significant medical and health related training and exercises authorized by EMSA's contract Project Lead in coordination with CDPH.
- Task 3.1 Assist EMSA and CDPH in coordinating medical and health disaster information among exercise participants.
 - Task 3.2 Participate in the statewide Medical and Health Disaster Exercise as appropriate for the activities within the region/State.
 - Task 3.3 Provide regional participation in the Golden Guardian (GG) Exercise as directed by EMSA and CDPH.
 - Task 3.4 Provide regional participation in the Pandemic Influenza Exercise as directed by CDPH.
 - Task 3.5 Participate in medical and health disaster related courses that will assist in carrying out the RDMHS' planning and response duties in the OA and Region as authorized by EMSA's contract Project Lead in coordination with CDPH.
4. Participate in State/Regional planning with the EMSA and CDPH.
- Task 4.1 Participate in four quarterly RDMHS meetings (calendar to be set by July 1, 2007). Notify EMSA prior to any meeting that cannot be attended in person. The RDMHS is responsible for contacting EMSA's RDMHS program staff afterwards to receive a briefing regarding meeting content, assignments or action items.
 - Task 4.2 Participate in monthly RDMHS conference calls (calendar to be set by July 1, 2007). Notify EMSA prior to any call that cannot be attended in person. The RDMHS is responsible for contacting EMSA's RDMHS program staff afterwards regarding meeting content, assignments or action items.
 - Task 4.3 Provide a schedule to EMSA and CDPH of Medical/Health regional training and exercises by August 1, 2007 with updates included in each quarterly report to include date, topic/event, location, sponsoring agency, and contact. Exercise information should be consistent with Homeland Security Exercise and Evaluation Program definitions.
 - 4.3.1 Assist in the development of a standardized training and exercise reporting format and system.
 - Task 4.4 Provide an AAR following participation in disaster medical and health exercises.

Exhibit A
(Standard Agreement)

Task 4.5 Submit quarterly progress reports as required in EMSA's RDMHS Policy Manual.

5. Participate on committees as authorized by EMSA and/or CDPH.
6. Perform other regional activities as needed. Any such activities are contingent upon approval of the RDMHS's supervisor within the contracting LEMSA and within the approved budget parameters. These activities shall not exceed 5% of the RDMHS's duties, except during an emergency response.

The project representatives during the term of this agreement will be:

State Agency: Emergency Medical Services Authority	Contractor: Los Angeles County EMS Agency
Name: Laura Venegas	Name: Cathy Chidester, Acting Director
Phone: (916) 322-4336, ext. 413	Phone: (323) 890-7500
Fax: (916) 323-4898	Fax: (323) 890-8528

Direct all inquiries to:

State Agency: Emergency Medical Services Authority	Contractor: Los Angeles County EMS Agency
Section/Unit: Administrative Unit	Section/Unit:
Attention: Carol MacRae	Attention: Cathy Chidester, Acting Director
Address: 1930 9 th Street, Sacramento, CA 95814	Address: 5555 Ferguson Drive, Suite 220, Commerce, California 90022
Phone: (916) 322-4336, ext. 422	Phone: (323) 890-7500
Fax: (916) 322-1441	Fax: (323) 890-8528

Exhibit B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1) Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget in Exhibit B-1, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number, period covered, all backup documentation and shall be submitted not more frequently than monthly in arrears to:

Carol MacRae, Contracts Manager
Emergency Medical Services Authority
1930 9th Street
Sacramento, CA 95814

Final Invoices must be submitted no later than sixty (60) days after the end date of the contract.

2) Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3) Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B-1
 (Standard Agreement)

Budget Categories

BUDGET CATEGORIES	State General Fund	Total
Personnel	\$70,000.00	\$70,000.00
Benefits	\$25,620.00	\$25,620.00
Materials & Supplies	\$1,559.00	\$1,559.00
Memberships, Subscriptions & Professional Services	\$1,184.00	\$1,184.00
Travel		
In-State	\$9,006.00	\$9,006.00
Out-of-State	\$1,125.00	\$1,125.00
Total Direct Costs	\$108,494.00	\$108,494.00
Administrative/Indirect (10%)	\$10,840.00	\$10,840.00
TOTALS	\$119,334.00	\$119,334.00

Budget Detail/Narrative

Personnel: \$70,000.00

Regional Disaster Medical Health Specialist: (1 FTE) The RDMHS will perform the duties as stated in the duty statement established by EMSA.

Annual salary of \$5,833.00/mo. X 12 weeks = \$70,000.00

Fringe Benefits: \$25,620.00

Los Angeles County Department of Health Services Administration employee benefits are calculated @ 46.47% but will be only claiming 36.6% for the RDMHS. Fringe Benefits include the following: retirement, health, megaflex, pensions & Savings and Miscellaneous Other. \$70,000.00 @ 36.6% = \$25,620.00.

Materials & Supplies: \$1,559.00

General office supplies include: Xerox paper – 1 case @ \$29.00, Laser printer cartridges @ \$200.00, 2 boxes of business cards @ \$50.00, and stationary and other general office supplies @ \$106.67/mo x 12 months = \$1,280.00.

Memberships, Subscriptions & Professional Services: \$1,184.00

This line item will cover additional professional activities to support the development of disaster medical health cadre within OES Mutual Aid Region I. This will occur through educational conferences. The conference registration will be for the RDMHS & MHOACs of the other 4 Operational Areas within the region. The National Disaster Medical System Conference Registration will not no charge to the State General Fund, The Disaster Planning for California Conference is estimated @ \$150.00 x 5 = \$750.00, and the other registration will include CSTI trainings such as IS 300 and 400 courses @ \$434.00.

**Exhibit B-1
(Standard Agreement)**

Travel: \$10,131.00

In-State \$9,006.00

In state Travel will cover travel to Sacramento for meetings with the EMS Authority, CDPH, OES and other emergency management organizations. The RDMHS will also participate in Region I and Region VI planning groups, Mutual Aid Regional Advisory Committee (MARAC) meetings, Operational Area Disaster Committee Meetings, and exercise observation and assistance. Travel related to medical and health program and project development and travel to in-state conferences related to professional activities is also included:

In-State travel for the RDMHS includes 12 various committee meetings in Sacramento, airfare @ \$270.00 x 12 = \$3,240.00.

6 - 2 day meetings in Sacramento to meet with RDMHS staff, EMSA, CDHS & OES. Each trip will include airfare @ \$270.00, lodging @ \$95.00/night x 2 nights = \$190.00, Per diem @ \$40.00 per trip x 6 trips = \$3,000.00.

Operational area exercises and the State coordinated field exercise in various locations throughout the state will include airfare @ \$270.00, Lodging @ \$95.00/night x 2 = \$190.00, Per diem @ \$40.00 x 3 trips = \$1,500.00.

One in-state conferences – Disaster Planning for California Hospitals will include airfare @ \$270.00, lodging @ \$163.00/night x 2 includes tax = \$326.00, per diem @ \$40.00/day x 2 days = \$80.00 = \$676.00.

Mileage @ .41/mi. x 1439 miles = \$590.00 (LA County vehicle)

Out-of-State \$1,125.00

The RDMHS will attend the Annual National Disaster Medical System Conference in TBD. Estimated costs are: airfare @ \$600.00, lodging @ \$95.00/night x 3 nights = \$285.00, per diem @ \$40.00/day x 4 days = \$160.00, taxis/shuttle @ \$80.00 = \$1,125.00

All travel will be in accordance with DPA rates. (See Exhibit D, Special Terms & Conditions #4)

Administrative/Indirect Cost: \$10,840.00

The Administrative/Indirect costs include but not limited to: administrative management, accounting, bookkeeping, legal expense, maintenance & repairs and space.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. **The Contract Manager for the State EMS Authority is Carol MacRae.** Any questions regarding the contract, including, but not limited to: Budget Revisions, Invoices, Contract Advance Payments, Reports, etc. may be directed to her attention.
2. **Budget Revisions:** The Contractor may make minor adjustments in the budget without prior authorization, however, the amount of total adjustments cannot exceed \$2,000 for the period of the contract and the total authorized cannot be exceeded.

If the Contractor wishes to make a budget revision which exceeds \$2,000, the Contractor must submit a written request with an explanation of the need and a revised budget summary and a budget detail/narrative which specifically identifies the line item(s) to be reduced in order to increase the excess line item(s). The State must approve such revisions in writing prior to their implementation. In no event will the budget total authorized as specified in this Agreement be exceeded.
3. **Contract Amendments:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties. All requests for amendments to the contract must be received by the EMS Authority at least thirty (30) days prior to the effective date of the change. The EMS Authority must approve such revisions in writing prior to their implementation. No amendments may be made after the contract termination date.
4. **Travel:** For any travel outside the State of California for which the Contractor seeks reimbursement under this Agreement, the Contractor must submit a written justification to the EMS Authority at least 30 days prior to the date that the travel will commence and obtain prior approval. Such travel shall be reimbursed at the rates set in accordance with State Department of Personnel Administration.

Travel Guidelines

Travel costs are allowable for transportation, lodging, subsistence, and related items incurred by agency employees who are traveling on official business directly related to the administration of the regional agency. Transportation expenses consist of the charges for commercial carrier fares; private car mileage allowances; overnight and day parking; bridge and road tolls; necessary bus or taxi fares; and all other charges essential to the transport from and to the individual's headquarters.

Reimbursement may be requested for actual transportation expenses by public carrier in connection with services rendered for the contract and actual transportation costs for a personal car at the rate of \$.485 per mile or less for travel expenses incurred for the contract, while away from the individual's headquarters. Claims for transportation by scheduled airlines are allowed at the lowest fare available in conformity with the regular published tariffs for scheduled airlines in effect on the date of origination of the flight. Parking, toll bridge expenses, etc., are permissible if in conformance with Department of Personnel Administration (DPA) regulations. All traveling expenses and per diem shall be set in accordance with the rates of the Department of Personnel Administration

In computing the allowance for travel, the following maximum reimbursement will be allowed in any 24 hour period or fractional part thereof:

EXHIBIT D
(Standard Agreement)

Method of Travel

Reimbursement for transportation expenses will be based on the method of transportation that is in the best interest of the State, considering both direct expense and the employee's time. If an employee chooses and is authorized to use a method of transportation that is (1) not the least costly, (2) not the typical method of getting from one location to the other, or (3) not "in the best interest of the State," a cost comparison will be prepared and the employee shall be reimbursed only the amount that would have been reimbursed had the employee traveled using the least costly method.

Meals and Incidentals (In-State/Out-of-State Travel)

The following reimbursement rates are maximums, not allowances. Employees may claim only their *actual* expense and must have receipts substantiating the amount claimed.

For each full 24-hour period of travel, employee may claim the following:

Breakfast	actual expense up to \$6
Lunch	actual expense up to \$10
Dinner	actual expense up to \$18
Incidentals	actual expense up to \$6

Trips of 24 Hours or More

For travel lasting 24 hours or more, employees may claim meals (as noted above), based on the following timeframes:

First day of travel

Trip begins at or before 6 am	breakfast may be claimed
Trip begins at or before 11 am	lunch may be claimed
Trip begins at or before 5 pm	dinner may be claimed

Continuing after 24 hours

Trip ends at or after 8 am	breakfast may be claimed
Trip ends at or after 2 pm	lunch may be claimed
Trip ends at or after 7 pm	dinner may be claimed

For travel lasting less than 24 hours, employees may claim breakfast and/or dinner (as noted above), based on the following timeframes:

Fractional day of travel

Trip begins at or before 6 am and ends at or after 9 am – Breakfast may be claimed

Trip begins at or before 4 pm and ends at or after 7 pm – Dinner may be claimed

Lunch or incidentals may not be claimed one-day trips. When trips are less than 24 hours and there's no overnight stay, meals claimed are taxable.

Employees may *not* claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.

EXHIBIT D
(Standard Agreement)

No meal expense may be claimed or reimbursed more than once in any given 24-hour period.

Lodging Reimbursement
Short-Term Travel

Employees who incur overnight lodging expenses at a *commercial lodging establishment* catering to short-term travelers, such as a hotel, motel, bed and breakfast, public campground, etc. *must provide a receipt* to claim reimbursement. No reimbursement will be paid without a receipt. The rate of reimbursement is as follows:

All California counties not listed below	actual expense up to \$84 per night, plus tax
Los Angeles and San Diego counties	actual expense up to \$110 per night, plus tax
Alameda, San Francisco, Santa Clara, And San Mateo Counties	actual expense up to \$140 per night, plus tax

State-Sponsored Conference, etc.

Employees attending a State-sponsored conference will be reimbursed for *receipted* lodging up to \$110 per night, plus tax, when the lodging is contracted by the State sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

Non-State-Sponsored Conference, etc.

Employees attending a non-State-sponsored conference will be reimbursed for *receipted* lodging when the lodging is contracted by the sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

Out-of-State Travel (to any of the 49 other states)

Any limitations on lodging are placed by the appointing authority when approving travel. Lodging and meals may otherwise be claimed as follows (applies to all employees):

With a lodging receipt	actual cost of lodging; actual meals and incidentals, based on appropriate timeframes
Without a lodging receipt	no lodging reimbursement; actual meals and incidentals, based on appropriate timeframes

Personal Vehicle Mileage Reimbursement

Mileage-reimbursement rates are as follows:

Vehicle type	Mileage reimbursement rate
Personal vehicle	.485 cents per mile
Private aircraft	50 cents per mile*
Bicycle	4 cents per mile*

* all taxable

EXHIBIT D
(Standard Agreement)

An employee may claim mileage to/from a common carrier, as long as no parking expense is incurred at the terminal. Reimbursement is calculated using the appropriate rate above, multiplied by twice the distance to the terminal. If withholding applies to the employee's mileage reimbursement above, it will apply to this reimbursement.

Contractors

Contractors with questions regarding travel reimbursements must contact the agency with which they contract.

Out-of-state Travel

Out-of-state travel requires prior approval by the EMS Authority. A written justification and request for prior approval of out-of-state travel must be received at the EMS Authority at least 30 working days before the first day of the trip.

5. **Equipment:** All equipment purchased with funds received through this contract will become the property of the State of California. The Contractor will maintain an inventory record for each piece of non expendable equipment purchased with funds through this contract. The inventory record of each piece of such equipment should include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment.
6. **Disputes:** Any dispute concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by the Director of the EMS Authority, who may consider written or verbal evidence submitted by the Contractor. The decision of the Director of the EMS Authority, issued in writing, shall be conclusive and binding on both parties to the contract on all questions of fact considered and determined by the Director of the EMS Authority.
7. **EMSA 115:** The Contractor agrees to abide by all policies and procedures as stated in the document titled, "EMSA Policy for Funding Regional Disaster Medical Health Specialist (RDMHS) With State General Funds".
8. **Copyright:** The Contractor or subcontractors shall not be authorized to copyright any documents related to this Agreement without written approval of the Director of the EMS Authority.
9. **Publication Rights:** Publication rights to any documents produced as a result of this Agreement are reserved to the EMS Authority.
10. **Joint Property Rights:** All materials and information collected or prepared under this agreement shall become the joint property of the EMS Authority and the Contractor. The EMS Authority shall have access to information collected as a result of this Agreement.
11. **Public Meeting Requirements:** The Contractor agrees that, in the interest of enhancing public participation and knowledge, meetings of its governing authority will be open to the public. Meetings which deal with legal or personnel matters shall be exempt. Notice of each public meeting shall be in accordance with Government Code Sections 54950 through 54963.

EXHIBIT D
(Standard Agreement)

12. **Reports:** The Contractor agrees to submit three quarterly progress reports to the State within fifteen (15) days following the end of the first three quarters of the State Fiscal Year and a Final Report within sixty (60) days following the termination date of this Agreement. The quarterly reports must describe the work completed, problems encountered, what steps were taken to overcome the problem, what training/meetings were attended and the outcome of those meetings, etc. The Final Report must cover, but is not limited to, the goals, accomplishments, and problems of the local agency as it relates to Scope of Work and must cover the entire contract period. Further, the Contractor agrees to secure agreement of any subcontractor to submit information to the Contractor necessary to meet the obligations of submitting quarterly reports and a Final report to the State.
13. **Disclosure Requirements:** (a) Any document or written report prepared for or under the direction of a state or local agency, that is prepared in whole or in part by nonemployees of the agency, shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report; if the total costs for the work performed by nonemployees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report. (b) When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports. Government Code 7550 (a-b)
14. **Training, Seminars, Materials:** Any Training Seminars, and materials for such Seminars, must have prior approval by the State EMS Authority.
15. **Subcontracts:** All subcontracts entered into by the Contractor to carry out the terms of this agreement shall be in writing and contain all of the following:
 - a) Full disclosure of the method and amount of compensation or other consideration to be received by the subcontractor from Contractor.
 - b) Specification of the services to be provided.
 - c) Specification that the subcontract shall be governed by and construed in accordance with all laws, regulations, and contractual obligations binding on Contractor.
 - d) Subcontractor's agreement to submit reports as required by Contractor.

Prior approval of Subcontracts: All subcontracts exceeding \$2,500 shall not become effective until it has been approved by the EMS Authority. Subcontract amendments shall be submitted to the EMS Authority for prior approval at least forty-five (45) days before the effective date of any proposed changes. Any such amendment shall become effective unless the EMS Authority expressly disapproves in writing such amendment and written notice thereof is received by Contractor within said 45-day period.

Public Records: Subcontracts entered into by the Contractor pursuant to this Agreement and all information received in accordance with this section shall be a public record on file with the EMS Authority.

The Contractor shall secure the agreement of any subcontractor to make all of its books and records, pertaining to the goods and services furnished under the terms of the subcontract, available for inspection, examination or copying by State, as follows: at all reasonable time at the subcontractor's place of business, or at such other mutually agreeable location in California; in a form maintained in accordance with the general standards applicable to such books or record keeping; and for a term of at least three (3) years following the close of the calendar year in which the subcontract was terminated.

EXHIBIT D
(Standard Agreement)


Further, any agreement with a subcontractor shall also contain: subcontractor's agreement that assignments or delegation of the contract shall be void unless prior approval is obtained by the Contractor from the EMS Authority; subcontractor's agreement to maintain and make available to the EMS Authority upon request, copies of all written subcontracts and make applicable items a-d hereinabove to its subcontractors; and subcontractor's agreement to hold harmless the State in the event Contractor will not pay for services performed by the subcontractor pursuant to the subcontract.

Potential Subcontractors: Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
County of Los Angeles/Los Angeles County EMS Agency		956000927
By (Authorized Signature) 		
Printed Name and Title of Person Signing Cathy Chidester, Acting Director		
Date Executed 10/29/07	Executed in the County of Los Angeles	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

01:02 - 1 64 3:32

RECEIVED
OCT 30 2007

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.